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ASSIGNMENT OF LESSOR'S INTEREST IN LEASE

ASSIGNMENT OF LESSOR'S INTEREST IN LEASE (this "Agreement") made as of November 30, 1998, by Railcar, Ltd., a Georgia corporation ("LTD"), and Progress Rail Services Corporation, an Alabama corporation ("PRSC") (LTD and PRSC are referred to herein collectively and individually as "Lessor"), in favor of The First National Bank of Maryland, a national banking association ("FM").

"Cars" means the railroad cars identified on the exhibit attached hereto entitled "Description of Railcars."

"Lease" means the Lease Agreement dated as of December 18, 1996, and the related Rider No. 2 dated as of February 18, 1998, between Railcar, Ltd. (as agent for owner, namely, Progress Rail Services Corporation), as lessor, and Norfolk Southern Railway Company, as lessee, relating to the Cars.

Pursuant to the Assignment Agreement dated as of November 30, 1998, between Railcar, Ltd., Progress Rail Services Corporation, and FM, Lessor has sold to FM all of Lessor's right, title and interest in and to the Cars. In connection with the sale of the Cars, Lessor desires to assign to FM all of Lessor's right, title and interest in and to the Lease.

NOW, THEREFORE, in consideration of the premises and other valuable consideration, the receipt of which is hereby acknowledged, Lessor hereby agrees with FM as follows:

1. Assignment. Lessor hereby assigns to FM all of Lessor's right, title and interest in and to the Lease, including, without limitation, all rent payable with respect to the Cars.

2. Representations and Warranties. Lessor hereby represents and warrants to FM the following:

- (a) to the knowledge of Lessor, there are no defaults or events of default under the Lease;
- (b) the Lease is presently in full force and effect;
- (c) no rent under the Lease has been paid in advance;
- (d) except as otherwise stated herein, Lessor has not assigned, encumbered or transferred in any way its interest in the Lease; and
- (e) a complete copy of the Lease is attached hereto as Exhibit A.

3. Additional Instruments. Lessor shall execute and deliver such further instruments and take such actions as shall be reasonably required in order to carry out the transactions contemplated by this Agreement.

#### 4. Miscellaneous Provisions.

(a) Entire Agreement. This Agreement comprises the complete understanding of the parties and there are no understandings, either written or oral, except as specifically set forth in this Agreement. No changes may be made in this Agreement unless specifically reduced to writing and accepted by both parties. All prior negotiations and understandings of the parties are deemed merged into this Agreement.

(b) Amendment and Waiver. This Agreement may be amended, or any portion of this Agreement may be waived, provided that such amendment or waiver shall be in writing, executed by the parties to which any particular provision specifically relates and all such amendments and waivers made shall be binding upon the parties. No course of dealing between or among any persons having any interest in this Agreement shall be deemed effective to modify, amend or discharge any part of this Agreement or any rights or obligations of any person under or by reason of this Agreement.

(c) Inurement to Benefit of Assigns. All of the terms and provisions of this Agreement shall be binding upon, apply and inure to the benefit of the parties, their respective successors and assigns.

(d) Severability. Each of the terms and provisions of this Agreement, except for the payment of the purchase price to Seller, is and is deemed to be severable, in whole or in part, and, if any term or provision or their application in any circumstance should be invalid, illegal or unenforceable, the remaining terms and provisions or their application, to circumstances other than those as to which it is held invalid, illegal or unenforceable, shall not be affected and shall remain in full force and effect.

(e) Exhibits and Schedules. All exhibits and schedules attached to this Agreement are incorporated and made a part of this Agreement by reference.

(f) Paragraph Headings. All paragraph and subparagraph headings are for convenience of reference only and shall not be used in interpreting this Agreement.

(g) Rights and Remedies. All rights and remedies granted any of the parties under this Agreement shall be cumulative.

(h) Survival of Representatives and Warranties. All representations, warranties and indemnifications shall survive the closing of the transactions contemplated by this Agreement.

(i) Governing Law. The law of the State of Maryland shall govern all questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement.

(j) Construction. As used herein, any reference to the masculine, feminine or neuter gender shall include all genders, the plural shall include the singular, and the singular shall include the plural. This Agreement and all instruments executed to consummate the transactions contemplated shall be deemed to have been mutually negotiated, prepared and drafted, and in the event of its interpretation no consideration shall be given to the issue of which party prepared, drafted or requested any term, condition or agreement.

[Execution on next page; remainder of this page intentionally left blank]

IN WITNESS WHEREOF, LTD and PRSC have executed this Assignment of Lessor's Interest in Lease under seal by their duly authorized officers as of the day and year first written above.

RAILCAR, LTD.

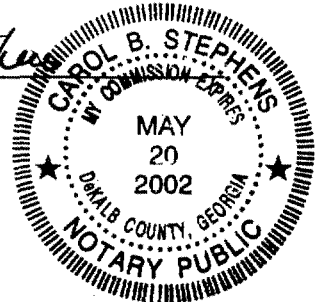
By: [Signature] (SEAL)  
Name/Title: Eugene M. Martin / EVP

State of Georgia, County of Fulton

On November 3, 1998, before me personally appeared Eugene M. Martin, to me personally known, who being by me duly sworn says that he is Executive V. Pres of Railcar, Ltd., a Georgia corporation, and that he executed the foregoing instrument on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Signature]  
Notary Public  
My commission expires:

[NOTARIAL SEAL]



PROGRESS RAIL SERVICES CORPORATION

By: \_\_\_\_\_ (SEAL)  
Name/Title: \_\_\_\_\_

State of Alabama, County of Marshall

On \_\_\_\_\_, 1998, before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn says that he is \_\_\_\_\_ of Progress Rail Services Corporation, an Alabama corporation, and that he executed the foregoing instrument on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public  
My commission expires:

[NOTARIAL SEAL]

IN WITNESS WHEREOF, LTD and PRSC have executed this Assignment of Lessor's Interest in Lease under seal by their duly authorized officers as of the day and year first written above.

RAILCAR, LTD.

By: \_\_\_\_\_ (SEAL)  
Name/Title: \_\_\_\_\_

State of Georgia, County of Fulton

On \_\_\_\_\_, 1998, before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn says that he is \_\_\_\_\_ of Railcar, Ltd., a Georgia corporation, and that he executed the foregoing instrument on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public  
My commission expires:

[NOTARIAL SEAL]

PROGRESS RAIL SERVICES CORPORATION

By: Michael V. Bombino (SEAL)  
Name/Title: Michael V. Bombino, Senior Vice President and Chief Financial Officer

State of Alabama, County of Marshall

On November 30, 1998, before me personally appeared Michael V. Bombino, to me personally known, who being by me duly sworn says that he is Senior Vice President and Chief Financial Officer of Progress Rail Services Corporation, an Alabama corporation, and that he executed the foregoing instrument on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Diane W. Eakin  
Notary Public  
My commission expires: June 30, 2001

[NOTARIAL SEAL]

## **DESCRIPTION OF RAILCARS**

Lessee: Norfolk Southern Railway Company

Number of Cars in Lease: 105

Description of Cars: 3400 cubic foot, 100-ton, all steel, triple pocket, manual discharge coal hoppers.

Car Marks and Numbers:

SPSX 41752, SPSX 63069, SPSX 74340, SPSX 186088, SPSX 186715, SPSX 186929, SPSX 187363, SPSX 188950, SPSX 189167, SPSX 189497, SPSX 189541, SPSX 191213, SPSX 341360, SPSX 341420, SPSX 472026, SPSX 472099, SPSX 472453, SPSX 472747, SPSX 472772, SPSX 472960, SPSX 473144, SPSX 473294, SPSX 473299, SPSX 473547, SPSX 473609, SPSX 473620, SPSX 473663, SPSX 473867, SPSX 473933, SPSX 473976, SPSX 474059, SPSX 474104, SPSX 474493, SPSX 475221, SPSX 475341, SPSX 475537, SPSX 475579, SPSX 475652, SPSX 475960, SPSX 476226, SPSX 476326, SPSX 476466, SPSX 476828, SPSX 477253, SPSX 477290, SPSX 477663, SPSX 477670, SPSX 477833, SPSX 478442, SPSX 478647, SPSX 478686, SPSX 478750, SPSX 479518, SPSX 479544, SPSX 479587, SPSX 479634, SPSX 479981, SPSX 480240, SPSX 480504, SPSX 480509, SPSX 480628, SPSX 481158, SPSX 481188, SPSX 481355, SPSX 481452, SPSX 481727, SPSX 481780, SPSX 482007, SPSX 482201, SPSX 482232, SPSX 482871, SPSX 482876, SPSX 483015, SPSX 483174, SPSX 483260, SPSX 483304, SPSX 483482, SPSX 483552, SPSX 483588, SPSX 484041, SPSX 484177, SPSX 485119, SPSX 805015, SPSX 809480, SPSX 810672, SPSX 811727, SPSX 812835, SPSX 813958, SPSX 828654, SPSX 848840, SPSX 849188, SPSX 829263, SPSX 829739, SPSX 830128, SPSX 830348, SPSX 830560, SPSX 830619, SPSX 830863, SPSX 831026, SPSX 831149, SPSX 831287, SPSX 831503, SPSX 831571, SPSX 831675, SPSX 832448.